MEMORANDUM OF MASTER PREPAID LEASE AND MANAGEMENT AGREEMENT

Prepared Out of State By: Matthew W. Barnes Burr & Forman LLP 420 North 20<sup>th</sup> Street, Suite 3400 Birmingham, Alabama 35203

Recording Requeried by and Return to:
Old Republic Residential Information Services 530 S. Main Street, Suite 1631
Akron, Ohio 44311
Attention:

See Exhibit A for Commo., Address and Tax Parcel No.

Space above for County Recorder's Use

# MEMORANT UM OF MASTER PREPAID LEASE AND MAY A GEMENT AGREEMENT

THIS MEMORANDUM OF MASTEP. PREPAID LEASE AND MANAGEMENT AGREEMENT (this "Memorandum") is made this 2D day of Sopher , 2013, by and between T-MOBILE USA TOWER LLC, 2 Delaware limited liability company ("T-Mobile Lessor"), having a mailing address of 12920 S.E. 38th Street, Bellevue, Washington 98006, and CCTMO LLC, a Delaware limited liability company ("Crown"), having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

- 1. McLean Center L.L.C. and Voicestream GSM I Operating Company LLC ("Original T-Mobile Tenant") entered into that certain Site Lease with Option dated June 25, 2003, a memorandum of which was recorded as Instrument Number 0335015081 in the Public Records of Cook County, Illinois, for certain real property as described on **Exhibit A** attached hereto and incorporated herein by reference (the "Land").
- 2. T-Mobile Lessor and Crown are parties to (a) a Master Prepaid Lease (he "MPL") and (b) a Management Agreement (the "MA"), each with an effective date of Novemoer 30, 2012, pursuant to which T-Mobile Lessor (as successor to Original T-Mobile Tenant) has granted to Crown and Crown has accepted, either (y) a leasehold or sub-leasehold interest in the Land, together with the telecommunications tower located thereon, and such other improvements as more fully set forth in the MPL or the MA, as applicable (collectively, the "Site"), or (z) an exclusive right to operate, manage and administer the Site, in either case, subject to the terms, conditions and reservations in the MPL or the MA, as applicable.
- 3. The MPL and the MA each have a term that commenced on November 30, 2012 and shall terminate or expire, with respect to the Site, on the Site Expiration Date or Technical

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Closing Date, as applicable, and as determined in accordance with the MPL and the MA, but in no event later than December 31, 2049.

- 4. Crown has an option to purchase T-Mobile Lessor's right, title and interest in the Site in accordance with <u>Section 20</u> of the MPL.
- 5. Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the MPL. The MPL and the MA and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the MPL or the MA or of any amendments thereto. The parties agree that the terms and conditions of the MPL and the MA, as applicable, shall govern the relationship of the parties under this Memorandum and the MPL and the MA are each incorporated herein by reference. In the event of a conflict or inconsistency between the terms of the MPL or the MA and this Memorandum, the applicable terms of the MPL and the MA shall govern and control.
- 6. This Memorardom shall not be amended, supplemented or modified in any respect, except pursuant to written agreement duly executed by the parties; provided, however, if the term of both the MPL and MA shall terminate or expire with respect to the Site, the parties shall execute and file a revocation of or amendment to this Memorandum to evidence such termination or expiration. If either party fails to timely execute a revocation of or amendment to this Memorandum promptly after the expiration or termination of both the MPL and MA, then the other party shall have the right to execute such revocation or amendment as attorney in fact for such failing party.
- 7. T-Mobile Lessor granted to Crown a Fower of Attorney dated November 30, 2012 related to the leasing, management and operation of the Site, which Power of Attorney was recorded as Instrument Number 1316957865 in the aforesaid recording office.

[Remainder of page intentionally left blank. Signature and acknowledgments to follow.]

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

### **T-MOBILE LESSOR:**

T-MOBILE USA TOWER LLC,

a Delaware limited liability company

By: CCTMO LLC,

a Delaware limited liability company

Its: Attorney in Fact

By: Diector

State of Tx ) ss.

County of Haris

The instrument was acknowledged before me on Scotenber 20, 2013, by Scott Tongs 50, the Director of CCTMO LLC, a Delaware limited

of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE USA TOWER LLC, on behalf of the

said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last above written.

Motary Public, State of

, County of Ham's

My commission expires:

12-10-16

Acting in the County of Hamis

JESAHEL TRUJILLO
Notary Public, State of Texas
Commission Expires
De Jember 10, 2016

[SEAL]

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## **UNOFFICIAL C**

### **CROWN**:

CCTMO LLC,

a Delaware limited liability company

By: Name: Its: Director

State of County of 十ちから

The foregoing instrument was acknowledged before me this 20 day of Scotte, by Scott Tonness, the Director of CCTMO LLC, a Delaware 2013, by Scott Tonce of Colimited liability company, on behalf of said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal on the day and year last above written.

My commission expires: 12-10-16

Acting in the County of Ha

JESAHEL TRUJILLO Notary Public, State of Texas My Commission Expires Clort's Office December 10, 2016

[SEAL]

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#### EXHIBIT "A"

An approximately 400 square foot portion of the following described real property, together with easements for ingress, egress and utilities thereto:

SITUATED IN THE COOK COUNTY, STATE OF ILLINOIS:

#### PARCEL 1:

LOTS 4 TO 9, BOTH INCLUSIVE, AND LOTS 29 TO 37, BOTH INCLUSIVE, AND LOTS 39 TO 53, BOTH INCLUSIVE, (EXCEPT THE NORTH 4.00 FEET OF LOTS 51 TO 53, BOTH INCLUSIVE, DEDICATED FOR PUBLIC STREET PURPOSES BY PLAT OF DEDICATION RECORDED SEPTEMBER 29. 1966 AS DOCUMENT 19956481) IN PRICE AND MOSS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH, PANSE 13 EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

ALL THAT PART OF THE LAST-WEST 16 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 4 TO 9, BOTH INCLUSIVE, AND LYING NORTH OF AND ADJOINING LOTS 30 TO 37, BOTH INCLUSIVE, IN PROJECTION AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE NORTH 1/2 OF VACATED MCLEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 29 TO 37, BOTH INCLUSIVE, AND THE SOUTH 1/2 OF VACATED MCLEAN AVENUE LYING NORTH OF AND ADJOINING LOTS 39 TO 50, BOTH INCLUSIVE, IN PRICE AND MOSS SUBDIVISION OP THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 4:

LOTS 22 THROUGH 28, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBLIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

THE NORTH 1/2 OF VACATED MCLEAN AVENUE LYING SOUTH OF AND AMJOINING LOTS OF TO 28, BOTH INCLUSIVE, AND THE SOUTH 1/2 OF VACATED MCLEAN AVENUE LYING NORTH OF AND ADJOINING LOTS 51 TO 53, BOTH INCLUSIVE, TOGETHER WITH THE NORTH 4.0 FEET OF SAID LOTS 51 TO 53 AFORESAID, IN PRICE AND MOSS NORTH 4.0 FEET OF SAID LOTS 51 TO 53 AFORESAID, IN PRICE AND MOSS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 TOWNSHIP 40 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LESS & EXCEPT:

TRACT I:

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LOTS 19 TO 37, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SITUATED IN COOK COUNTY AND THE STATE OF ILLINOIS.

#### TRACT II:

ALL THAT PART OF THE EAST-WEST 16 FOOL VACATED ALLEY LYING SOUTH OF AND ADJOINING LOTS 4 TO 9, BOTH INCLUSIVE, AND LYING NORTH OF AND ADJOINING LOTS 30 TO 37, BOTH INCLUSIVE, IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SITUATED IN COOK COUNTY AND THE STATE OF ILLINOIS.

TRACT III:

THE NORTH 1/2 OF VACATED MCLEAN AVENUE LYING SOUTH OF AND ADJOINING LOTS 29 TO 37, BOTH INCLUSIVE IN PRICE AND MOSS' SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. SITUATED IN COOK COUNTY AND THE STATE OF ILLINOIS.



Part of PIN: 13-35-123-035-0000

Common Address: 3912 W McLean Ave., Chicago, IL 60639